



**REPUBLIC OF KENYA
MINISTRY OF HEALTH
NATIONAL AIDS CONTROL
COUNCIL**

REQUEST FOR PROPOSAL

**Development of Maisha Certification
Reporting Tool**

RFP NO NACC/005/2015-2016

CLOSING DATE: 20.4.2016

10.00AM

April , 2016

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SECTION 1: LETTER OF INVITATION

[Invitation NO **RFP/NACC/005/2015-2016**]

**NATIONAL AIDS CONTROL COUNCIL
P.O.BOX 61307 NAIROBI
LANDMARK PLAZA 8TH AND 9TH FLOOR OPPOSITE THE NAIROBI
HOSPITAL**

Dear Mr. /Ms.

The **National AIDS Control Council** now invites proposals to provide the following:

1. Consultancy For Development of Maisha Certification Reporting Tool

More details on the services are provided in the Terms of Reference (TOR)

This Request for Proposal (RFP) has been addressed to the following short listed Consultants:N/A

3. The RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Consultants (including Data Sheet)
- Section 3 - Technical Proposal - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 - Terms of Reference
- Section 6 - Standard Forms of Contract

Yours sincerely,

Clauder Musi
For; DIRECTOR
National AIDS Control Council

SECTION II - INFORMATION TO CONSULTANTS

2.1 Introduction

- 2.1.1 The National AIDS Control Council will select an individual consultant among those invited to submit proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The consultants are invited to submit a technical proposal and a financial proposal for consulting services required for the assignment stated in the letter of invitation (Section I)
- 2.1.3 In the assignment where the procuring entity intends to apply standard conditions of engagement and scales of fees for professional services, which scale of fees, will have been approved by a relevant authority, a technical proposal only may be invited and submitted by the consultants. In such a case the highest ranked individual consultant in the technical proposals shall be invited to negotiate a contract on the basis of the set scale of fees. The technical proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected individual consultant.
- 2.1.4 The consultants must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, consultants are encouraged to liaise with the procuring entity regarding any information that they may require before submitting a proposal.
- 2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the individual consultant to carry out the assignment.
- 2.1.6 The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the proposals submitted.
- 2.1.7 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.2 Clarification and amendment to the RFP documents

- 2.2.1 Consultant may request clarification of any of the RFP documents not later than Three (3) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to the procuring entity's address indicated in the special conditions of contract. The procuring entity will respond by post, fax or email to such requests and will send written copies of the response (including an explanation of the query but without

identifying the source of inquiry) to all individual consultants invited to submit proposals.

- 2.2.2 At any time before the deadline for submission of the proposals, the procuring entity may for any reason; either at its own initiative or in response to a clarification requested by an intended individual consultant amend the RFP. Any amendment shall be issued in writing, fax or email to all invited individual consultants and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the proposals.
- 2.2.3 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 3 days prior to the deadline for submission of tenders.
- 2.2.4 The procuring entity shall reply to and clarifications sought by the tenderer within 1 day of receiving the request to enable the tenderer to make timely submission of its tender.

2.3 Preparation of proposals

- 2.3.1 The consultant's proposal shall be written in English language.
- 2.3.2 In preparing the Technical proposal, the individual consultants are expected to examine the documents consisting the RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.3.3 While preparing the Technical proposal, the individual consultant must give particulars attention to the following:
 - (a) If an individual consultant considers that he/she does not have all the expertise required for the assignment he/she may suggest in the proposals other individual(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. An individual consultant will not propose other individual consultants invited to submit proposals for the assignment. Any individual consultant in contravention of this requirement shall automatically be disqualified.
 - (b) For all the staff who will be involved in the exercise of the proposals to consultant must indicate their responsibility in the assignment and also the staff time as necessary.
 - (c) The curriculum vitae (CV) of the staff proposed must be submitted with the proposal.
- 2.3.4 The Technical proposal shall provide the following information;
 - (a) The consultants CV and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the profiles of staff involved, contract amount and the individual consultant's involvement.

- (b) Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.
- (c) A description of the methodology and work plan for performing the proposed assignment.
- (d) Any additional information requested in the special conditions of contract.

2.3.5 The Technical proposal shall be separate from the financial proposal and shall not include any Financial information.

2.4 **Financial proposal**

2.4.1 In preparing the financial proposal, the individual consultants are expected to take into account the time required in completing the assignment as outlined in the RFP documents. The financial proposal will therefore be quoted in fees per day or month. The financial proposal may also include other costs as necessary, which will be considered as reimbursable.

2.4.2 The Financial proposal should include the payable taxes.

2.4.3 The fees shall be expressed in Kenya Shillings.

2.4.4 The Financial proposal must remain valid for 90 days after the submission date. During this period the individual consultant is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the proposals, the consultants who do not agree, have the right not to extend the validity of their proposals.

2.4.5 The financial proposal must comply with the law governing the profession of the consultant.

2.5 **Submission, Receipt and opening of proposals**

2.5.1 The technical proposal and the financial proposal (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the individual consultants. Any such corrections must be initialed by the individual consultant.

2.5.2 For each proposal the individual consultants shall prepare the proposals in the number of copies indicated in the special conditions of contract. Each Technical proposal and Financial proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

The original and all copies of the Technical proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL", and the original and all copies of the financial proposal in a sealed envelope duly marked "FINANCIAL PROPOSAL". Both

envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to consultants and clearly marked “DO NOT OPEN before **April 20, 2016**.”

The Proposal submission address is:

**The Director,
National AIDS Control Council
P.O.BOX 61307-00200
NAIROBI, KENYA
Located at Landmark 9th Floor,
Upper Hill area
Opposite The Nairobi Hospital**

Proposals must be submitted no later than the following date and time: **April 20, 2016**
at 10.00 am.

2.5.3 The completed Technical and Financial proposals must be delivered at the submission address on or before the time and date of the submission of the proposals indicated in the appendix to the instructions to consultants. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the individual consultant unopened. For this purpose the inner envelope containing the technical and financial proposals will bear the address of the individual consultant submitting the proposals.

2.5.4 After the deadline for submission of proposals the outer envelope and the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be marked with the individual consultants number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening them.

2.6 **Evaluation of the Proposal (General)**

2.6.1 From the time the proposals are opened to the time of the contract award, if any individual consultant wishes to contact the procuring entity on any matter relating to his/her proposal, he/ she should do so in writing at the address indicated in the appendix to the instructions to consultants. Any effort by an individual consultant to influence the procuring entity’s staff in the evaluation of proposals companion proposals or awards of contract may result in the rejection of the individual consultant proposal.

2.6.2 The proposal evaluation committee shall have no access to the Financial Proposal, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

2.7 Evaluation of Technical Proposals

2.7.1 The evaluation committee appointed by the procuring entity to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following points criteria

	<u>CRITERIA</u>	<u>POINTS</u>
(i)	CV of the consultant	30
(ii)	Specific experience of the consultant related to the assignment	30
(iii)	Adequacy of methodology and work plan in response to the Terms of reference	30
(iv)	Transfer of knowledge	10
	Total points	100

2.7.2 Any proposal which will be examined and found not to comply with all the requirements for submission of the proposals will be declared non responsive. All the proposals found to have complied with all the requirements for submission of proposal shall be declared responsive by the evaluation committee

2.7.3 Each responsive proposal will be given a technical score (ST). Any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial proposal will be returned to the individual consultant unopened.

2.8 Opening and Evaluation of Financial Proposals

2.8.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the individual consultants whose proposal did not meet the minimum technical score or were declared non responsive to the RFP and terms of reference. The notification will indicate that their financial proposals shall not be opened and will be returned to them unopened after the completion of the selection process and contract award. At the same time, the procuring entity shall simultaneously notify the consultants who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the procuring entity for opening their financial proposal. They will also be invited to attend the opening ceremony if they wish to do so.

2.8.2 The financial proposals shall be opened by the procuring entity in the presence of the individual consultants who choose to attend the opening. The name of the individual consultant, the technical score and the proposed fees shall be read out aloud and recorded. The envelope containing the Quality Cost Based Selection sum

per category will also be opened together with the financial proposals of the proposal meeting the minimum technical score. The evaluation committee shall prepare minutes of the opening of the financial proposals.

- 2.8.3 The formulae for determining the financial score (SF) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows:

$Sf = 100 \times fm/f$ where
Sf is the financial score
Fm is the lowest fees quoted and
F is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of 100

- 2.8.4 The individual consultants proposals will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the instructions to consultants. Unless otherwise stated in the appendix to the instructions to consultants the formula for the combined scores shall be as follows;

$$S = ST \times T\% + SF \times P\%$$

Where

S, is the total combined scores of technical and financial scores

St is the technical score

Sf is the financial score

T is the weight given to the technical proposal and

P is the weight given to the financial proposal

Note P + T will be equal to 100%

The individual consultant achieving the highest combined technical and financial score under the Quality Based Selection method will be invited for negotiations.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to consultants. The purpose of the negotiations is for the procuring entity and the individual consultant to reach agreements on all points regarding the assignment and sign a contract.
- 2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the individual consultant to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.
- 2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the individual consultant whose proposal achieved the second highest score to negotiate a contract.

2.10 Award of Contract

- 2.10.1 The contract will be awarded before commencement of negotiations. After negotiations are completed the procuring entity will promptly notify the other individual consultants that they were unsuccessful and return the financial proposals of the individual consultants who did not pass technical evaluation.
- 2.10.2 The selected individual consultant is expected to commence the assignment on the date indicated in the appendix to the information to consultants or any other date agreed with the procuring entity.

2.11 Confidentiality

- 2.11.1 Information relating to evaluation of proposals and recommendations of contract award shall not be disclosed to the individual consultants who submitted the proposal or to other persons not officially concerned with the process, until the winning individual consultant has been notified that he/she has been awarded the contract.

SECTION III



TERMS OF REFERENCE

April 2016

INTRODUCTION

The National AIDS Control Council would like to upgrade the existing monitoring and evaluation system, HIV Implementing Partners' Online Reporting System (HIPORS) to meet the new public sector reporting framework in line with the 12th Cycle performance contract requirements. The system will immediately be accessible to over 300 public sector institutions for reporting of agreed Performance Contract targets.

The upgraded system will also help NACC Monitoring and Evaluation Division to easily track the reporting institutions, generate critical reports as well as evaluate reporting entities easily.

This proposal sufficiently outlines the scope of work and methodology to implement the upgrades in the shortest time possible to ensure the reporting cycle is only disrupted at the minimum. The proposed methodology is a graduated modular approach and will ensure that there is a platform within the shortest time possible for institutions to report their first quarter on the new "Maisha 1" and "Maisha 2" reporting forms as well as the annual work plan.

The Current system to be upgraded is built on Java environment and the NACC is the sole owner of the intellectual property and as such has access to the source code. The database systems running the current system are SQL Server Database.

Additionally, the proposed implementation strategy will ensure that joint efforts between the consultants and NACC ensure the highest standards of quality and conformity to requirements. The NACC will provide access to the solution source code to the successful bidder.

System upgrades

The proposed upgrade even though will contain new and different indicators and arrangements largely based on the existing HIPORS database however the system should support graduated ranking and reporting of institutions while allowing NACC to modify reporting templates as need arises.

The key system upgrades requirements include:

Upgrade item	Description of work
1. "Maisha" forms with new indicators	<ul style="list-style-type: none">• Create online Maisha1 Baseline Survey Questionnaire form for MDAs.• Create new indicators and entity relationships for "Maisha1" and Maisha2 forms on the new platform• Ensure the indicators can be inter-related and inter-linked across different maisha forms per entity
2. Automatic evaluation	Ensure the platform use predetermined formulae to ran the performance of an entity per indicator
3. Data Validation	Restriction of the value (minimum or maximum values) entered by entities during reporting.
4. Certification system	Have the system automatically and securely generate the certificates for all institutions compliant with a rank of 80% and above .The certificate shall be watermarked and

	printable by the reporting entity with a unique reference number for certificate validation / authentication
5. Online Certification Validation	All certificates will contain a unique reference number which audiences of such certificates can confirm the validity or lack thereof
6. SMS Certificate Validation	Facility of the validation of certificates to be confirmed by sending a text message to NACC short code
7. Automated email + SMS alerts	<ul style="list-style-type: none"> • Automatic email alerts and SMS to remind institutions their reports/ work plans and warnings of impending system lock-out for date reporting • Similar automated alerts acknowledging reports submitted
8. Work plan	Facility for institutions to submit annual work plans (with targets) and indicators linked to the “Maisha” reporting templates
9. Report center	Reports for the entities generated against various indicators and sporting periods
10. System Auto-lock	Lock out who do not report within the frame specified alerts
11. System Administration	<ul style="list-style-type: none"> • Secure modification of the reporting templates and indicators • Management of reporting institution meta data and access rights to the platform • Management of the system certified tool

Requirements

Minimum requirements

Requirement	Description
A) Online Server	At least 8GB RAM , 500 GB storage and internet ready
b) RDBMS	Relational Database (MYSQL enterprise, mariaDB or Mysql Community) could work with SQL server adjustments
c) Operating system	Linux Redhat /centOs/ Suse preferred (but can also operate in windows server environment)
d) SMS Gateway	For SMS alerts, integration with the system API to communicate with the server and avail an SMS within 4 seconds
e) SMS short-code	For users to send their text message to the server for certificate validation or any other feedback as NACC may deem fit
f) Network Capacity	At least 3mbps link dedicated to the server

Time-frame and cost

Activities Schedule

Below is a schedule of activities envisaged:

#	Activity	1	2	3	4	5	6	7	8	9	10	11	12
1	Maisha 1 reporting forms												
2	Maisha 2 Reporting forms												
3	Indicator Management tools												
4	Maisha work plan forum												
5	Configuration phase 1												
6	Reproduction test phase												
7	Institution certificate mechanism												
9	System email+ SMS Alerts												
10	Report Center												
11	System Admin Console												
12	Configuration Phase 2												
13	Preproduction Test Phase												
14	NACC Training												

The above schedule of activities is completed by a no cos support and maintenance period from the consultants for a period of 3 months after the 12 weeks of implementation.

Activity Details	DAYS	Sub Total
1. Maisha 1 reporting form <ul style="list-style-type: none"> • Creation of dynamic database driven and validated form objects in conformity with Maisha 1 form • Linking the form objects indicators with correct Kenya AIDS Strategic Framework no. • Addition of validation rules, auto –summation, auto-evaluation and audit trails 	5 days	
2. Maisha 2 reporting form <ul style="list-style-type: none"> • In addition to Maisha one tasks above, enable inclusion of custom indicators to the form 	2 days	
3. Indicator management tool <ul style="list-style-type: none"> • Enable NACC make changes to the indicators, their linkage to the KASF Direction and change of indicator weight • Creation of custom indicators by the reporting institutions. 	5 days	
4. Maisha Work plan form <ul style="list-style-type: none"> • Enable institutions to submit work plan • Automatically link the indicators on the work plan to the reporting forms. 	3 days	
5. Maisha1 online survey form	4 days	

<ul style="list-style-type: none"> • Enable MDAs to submit online baseline survey • Enable data analytics for NACC M&E and system administrators. • Enable NACC M&E to generate analytical data in form of graphs, pie charts etc. 		
<p>6. Configuration Phase 1</p> <ul style="list-style-type: none"> • Setting up the ready modules on the server in readiness for use. This will include setting up the database instance and services. 	3 days	
<p>7. Reproduction phase Test phase 1</p> <ul style="list-style-type: none"> • Critical Systems tests (mainly performance/load test & regression tests) with NACC to ensure the system is reliable in the production environment. • Consultant shall prepare the test plan and SQA forms • Enhance based on user feedback 	5 days	
<p>8. Institution certificate system</p> <ul style="list-style-type: none"> • NACC System automatically issue secure PDF (watermarked) certificates to complaint institutions. • NACC System issue end of year certificate. • Provide online certificate validation check. • Provide SMS certificate validation check. 	7 days	
<p>9. System eMail and SMS alerts</p> <ul style="list-style-type: none"> • eMail and SMS alerts to institutions to begin reporting between the 30th and 15th at the end of each quarter • eMail alerts acknowledging receipt of the work plan/ reports • Automated and authenticated emails informing institutions of failure 	3 days	
<p>10. Report center</p> <ul style="list-style-type: none"> • Create custom reports for NACC • Create custom reports for institutions 	6 days	
<p>11. Systems admin Console</p> <ul style="list-style-type: none"> • Enable NACC manage institutional details • Enable NACC manage access rights And security configurations 	6 days	
<p>12. Configuration phase 2</p> <ul style="list-style-type: none"> • Second and final upgrade of the system with new modules 	2 days	

13. Reproduction test phase 2 <ul style="list-style-type: none">• System tests and user acceptance tests with NACC ICT teams	4 days	
14. NACC T training and knowledge Transfer <ul style="list-style-type: none">• Train ICT team• Train M&E team• Train Maisha Certification resource persons	3 days	
Overall total	60 days	

SECTION IV - TECHNICAL PROPOSAL (TP)

Notes on the Preparation of Technical Proposal

The technical proposal shall be prepared and submitted by the consultants.

It shall contain the following:-

- (a) Submission letter
- (b) Particulars of the consultant including Curriculum vitae (CV)
- (c) Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.
- (d) Description of the methodology and work plan for performing the assignment
- (e) Any proposed staff to assist in the assignment
- (f) Consultancy services activities times schedule.

(to be prepared by the consultant as appropriate)

SECTION V- FINANCIAL PROPOSAL (FP)

Notes on the Preparation Financial Proposal

The financial proposal shall be prepared and submitted by the consultants. It shall contain the following.

- (a) Submission letter indicating total fees
- (b) Summary of costs
- (c) Breakdown of fees per activity
- (d) Breakdown of reimbursable costs/expenses per activity
- (e) Miscellaneous expenses

(to be prepared by the consultant as appropriate)

	Item Description	Financial Proposal	Remarks
a	Submission letter indicating total fees		
b.	Summary of costs		
c	Breakdown of fees per activity		
d	Breakdown of reimbursable costs/expenses per activity		
e	Miscellaneous expenses		

Evaluation Criteria for a the Upgrade of the HIV Implementing Partners Online reporting System (HIPORS)

Evaluation criteria

The tenders shall be evaluated according to technical and financial criteria as indicated in appendix II. The technical and financial criteria will form 80% and 20% of the total marks respectively. A bidder must get 60 out of 80% in the technical evaluation for their financial bid to be considered. This will be a two envelope tender and bids must be submitted in two different sealed envelopes marked clearly. On the tender opening day, only technical proposals will be opened and mandatory items as per Appendix II of this tender document will be checked and verified by the tender opening team.

Key elements to be considered in the technical evaluation (please see the evaluation criteria Appendix II below) are:

- Technical skills and qualification of personnel
- Experience relevant to the exercise
- Technologies to be deployed
- Standards and Quality of service
- Quality and capacity of any proposed equipment
- Proof of ability of technical support

Technical Capacity (80%) – Tenders scoring less than 60% in technical evaluation will not be considered for financial evaluation.

Financial Proposal (20%) – Financial proposal will be evaluated based on the following formula:

The lowest quoted price (x) [80].

Any other prices (y) [x/y*20]

APPENDICES

APPENDIX I – REFERENCE SITES QUESTIONNAIRE

Note: Please provide information for your three (3) major similar reference sites

Reference Site (name): _____

1.	Project title	
2.	Location where implementation done <ul style="list-style-type: none">• Country• Town(s)	
3.	Contact Address	
4.	Client's Key Contact Person(s) <ul style="list-style-type: none">• Name(s)• Position• Telephone contact	
5.	Commencement date	
6.	Completion date	
7.	Value of the project	
8.	Number of technical staff provided by your company for the project	
9.	Other third party company(ies) involved: <ul style="list-style-type: none">• Name(s)• Roles and responsibility of the company• Contact Address• Physical Address• Tel No.• Fax No.• E-mail (where applicable)	
10.	Brief Project Description:	
11.	Description of Solution Implemented	
12.	Support Issues: <ul style="list-style-type: none">• Are you providing annual maintenance support for the solution supplied?• State the type of maintenance contract you are offering• State annual costs	
13.	State any challenges experienced by yourselves during your previous project implementation	

APPENDIX II – EVALUATION CRITERIA

No.	Item	Marks (100)*
1.	Mandatory Items	
	Bid Bond equivalent to Kshs 50,000	Mandatory
	VAT/PIN Certificate	
	Certificate for registration (in case of a firm)	
	Certification for the Installation and support of a Spatial Information Management System at other sites	Mandatory
	Ability to offer continued support for the Implemented Java and SQL Server database at all times	Mandatory
2	References	10
	Provide at least three reference sites	
3.	Technical aspects of the application	35
	<ul style="list-style-type: none"> • System status monitoring 	
	<ul style="list-style-type: none"> • System performance monitoring 	
	<ul style="list-style-type: none"> • Provision for backup and restore 	
	<ul style="list-style-type: none"> • User Security features 	
	<ul style="list-style-type: none"> • System security features 	
	<ul style="list-style-type: none"> • System functionality as per technical specifications document 	
5.	Technical Capacity of Key Staff	25
	<ul style="list-style-type: none"> • Years of service 	
	<ul style="list-style-type: none"> • Education 	
	<ul style="list-style-type: none"> • Experience (include CV's) 	
	<ul style="list-style-type: none"> • Certification of application support staff (provide evidence) 	
7.	Capacity of the Organization	10
	<ul style="list-style-type: none"> • Organization Structure 	
	<ul style="list-style-type: none"> • Value of project undertaken in the last 5 years 	
	<ul style="list-style-type: none"> • Financial reports for the last three years 	
	<ul style="list-style-type: none"> • Have been in the market for not less than 3 years 	
	<ul style="list-style-type: none"> • Equipment and key staff 	
	<ul style="list-style-type: none"> • Warranty for proposed application 	
	Support & management	20
	<ul style="list-style-type: none"> • Helpdesk/Fault escalation mechanism 	
	<ul style="list-style-type: none"> • Response time 	
8.	Total	100

SECTION VI - STANDARD CONTRACT FORM
(Lump-sum payment)

The contract form shall be completed by the procuring entity after the award of the contract and negotiation of the contract. It will be signed by both parties pursuant to the information to consultants clause 2.10.2

SECTION VI - STANDARD CONTRACT FORM

1. STANDARD CONTRACT FORM (lump-sum payments)

This Agreement, [hereinafter called “the Contract”) is entered into this _____ [insert starting date of assignment], by and between.

_____ [insert Client’s name] of [or whose registered office is situated at] _____ [insert Client’s address] (hereinafter called “the Client”) of the one part AND

_____ [insert Consultant’s name] of [or whose registered office is situated at] _____ [insert Consultants address] (hereinafter called “the Consultant”) of the other part.

WHEREAS the Client wishes to have the Consultant perform the services [hereinafter referred to as “the Services”, and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:-

1. **Services**
 - (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Service, “which is made an integral part Of this Contract.
 - (ii) The Consultant shall provide the personnel listed Appendix B, “Consultant’s Personnel,” to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “ Consultant’s Reporting Obligations.”

(Appendices A, B, and C to be prepared as appropriate)

2. **Term** The Consultant shall perform the Services during the period commencing on _____ [insert starting date] and through to _____ [insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.

3. **Payment**
 - A. Ceiling

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount. This amount has been established based on the understanding that it includes all the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below

10% upon the Client's receipt of the Inception report, acceptable to the Client;
40% upon the Client's receipt of the Draft report, acceptable to the Client; and

50% upon the Client's receipt of the Final report, acceptable to the Client.

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty (30) days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three Percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

4. **Project Administration** A.

Coordinator

The Client designates _____ [insert name] as Client's Coordinator; the Coordinator will be responsible for the Coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables, by the Client and for receiving and approving invoices for payment.

B. Reports

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the Course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

5. **Performance Standards** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
6. **Confidentiality** The Consultant shall not, during the term of this Contract and within two years after its expiration Disclose any proprietary or confidential Information relating to the Services, this Contract Or the Client’s business or operations without the Prior written consent of the Client.
7. **Ownership of Material** Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
8. **Consultant Not to be Engaged in certain Activities** The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
9. **Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
10. **Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client’s prior written consent.
11. **Law Governing Contract and Language** The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English language
12. **Dispute Resolution** Any dispute arising out of the Contract which cannot be amicably settled between the parties Shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur

in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, On the request of the applying party.

For the Client

Full name _____

Title _____

Signature _____

Date _____

For the Consultant

Full name _____

Title _____

Signature _____

Date _____

DECLARATION NOT TO ENGAGE IN CORRUPT OR FRAUDULENT PRACTICE

[_____ Date]

To: _____ [Name and address of Client)

Ladies/Gentlemen:

I / We, the undersigned, wish to declare and abide by section 62 *The Public Procurement and Asset Disposal Act, 2015 that we are not going to* engage in any corrupt or fraudulent practice.

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

_____ [Name of Firm/ Individual]

_____ [Address:]

REQUEST FOR REVIEW FORM

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above mentioned
decision on the following grounds , namely:-

- 1.
- 2.

By this memorandum, the Applicant requests the Board for order/orders that: -

- 1.
- 2.

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED
Board Secretary